

SUPREME COURT.

Thursday, 2nd November.

IN ORIGINAL JURISDICTION.

BEFORE SIR F. T. PIGOTT (CHIEF JUSTICE).

DISPUTE RE A DEPOSIT.

Lo Yee Wo, trader, of No. 46 Queen's Road East, and Kwong Kam Chuen, of No. 396 Des Voeux Road Central, for \$2,000, being money deposited by the plaintiff with the defendant.

Mr. H. G. Calhoun, instructed by Mr. O. D. Thomson, appeared for the plaintiff; the defendant being unrepresented.

Mr. Calhoun said this matter was brought before the Court on his Lordship's instructions, for the examination of the plaintiff. In his first declaration filed the plaintiff said the amount had been deposited by him with the defendant on the 26th September. On the 29th the defendant made a declaration wherein he said that the sum of \$2,000 was deposited by the plaintiff with the Wing Wo Company to secure the due performance of his contract by Chan Ping Fong to build four houses; if he did not complete, the deposit was to be forfeited. In a second declaration made by the plaintiff, on which he applied for judgment, the second paragraph practically admitted the declaration of the defendant: the third paragraph stated that on or about the 3rd January, 1904, the said Chan Ping Fong stopped work under the contract and requested the plaintiff to obtain another contractor to finish the work. Shortly thereafter the defendant sent for him and, after an interview, the plaintiff informed him that he would get somebody to finish the work. Defendant said he would get a contractor to complete, and return the sum of \$2,000 deposited when it was finished. The defendant then added certain words to the agreement regarding the transfer of the contractor, and the houses had since been completed. Counsel then drew his Lordship's attention to the wording of the defendant's latest declaration which was filed on Monday. The first paragraph stated that the defendant had been in Canton for the past three weeks, and had been prevented by illness from returning to Hongkong earlier. He denied that he agreed to return to the plaintiff the sum of \$2,000 and that he added certain words to the transfer of the guarantee of the contract to the Tai Chau firm. Through the contractor not completing his contract, the defendant said he had suffered loss to the extent of \$3,000.

On these declarations Mr. Calhoun asked for judgment, but his Lordship adjourned the hearing until after the Admiralty case, which opens on the 22nd instant.

IN BANKRUPTCY.

BEFORE SIR F. T. PIGOTT (CHIEF JUSTICE).

THE WING ON FIRM EX PARTE TANG ARUNG.

Mr. P. W. Goldring (of Messrs. Brutton, Hett and Goldring), who appeared for the petitioning creditor, applied for a receiving order against the debtors' estate. He said the petition issued showed that the Wing On firm were indebted to the petitioning creditor to the sum of \$635, being balance of money deposited with the debtors without security. The act of bankruptcy was that the debtors had declared their inability to meet their liabilities.

Tang Shung, the petitioning creditor, said he was a silk merchant. Recently, when he went to the Wing On Bank to draw an amount of money, he was told by the accountant that the bank had suspended payment.

His Lordship—That is a question of fact. I don't see how the accountant could commit an act of bankruptcy.

Mr. Goldring—The accountant stated that the bank had suspended payment.

His Lordship—What fact is there which evidences the suspension of payment?

Mr. Goldring asked for an adjournment to enable him to produce evidence, which his Lordship granted.

THE WAI YUEN CO. EX PARTE THE DEBTOR.

Mr. G. H. Wakeman, Official Receiver, made an application for the forfeiture of the sum of \$3,000, deposited as security for Sui Wai Chu, one of the partners of the bankrupt firm. As this partner had absconded, Mr. Wakeman asked that the amount be forfeited for the benefit of the creditors.

Mr. C. F. Dixon (of Mr. John Hastings' office) appeared on behalf of the sureties. He was prepared to admit that the partner absconded immediately after the bail had been put up, and was at present in Canton. He was instructed to lay before his Lordship a certificate as to the ill-health of Sui Wai Chu, which was signed by a German doctor in Canton.

His Lordship—When were the meetings of creditors?

Mr. Dixon—They took place some time previous to the signing of the petition.

His Lordship—Had this certificate been produced at the time of the meetings, it would have been a different matter.

Mr. Wakeman—The man was not ill at that time, but his creditors have lost considerably by his absence from the colony.

His Lordship granted the application.

WONG SAU PO AND ANOTHER EX PARTE

WONG CHUNG CI.

This was a public examination of the debtor by the Official Receiver.

Mr. H. J. Gudge and Mr. H. G. C. Bailey (of Messrs. Johnson, Stokes and Master) both appeared for creditors, the former for the Hongkong and Shanghai Bank and the latter for the Fok On Insurance Company.

Wong Sau Po said he was the manager of the Li Fung and Wing Sing Lung firms. The first firm was a bank and the second dealt in gold leaf. The business of the Li Fung started in March or April 1907, and that of

the Wing Sing Lung in September 1902. The firms were combined; there was no agreement but there was a partnership book of both businesses, which was made since the starting of the Wing Sing Lung. The capital of the partnership was \$31,000. In the first instance the partners agreed to take shares to the extent of \$10,000, but they only took \$3,000 worth, so that the actual capital received for the two businesses was \$7,000. The accountant drew up the partnership book. Wong Sau Po was one of the promoters of the partnership. The account books were kept in a casket at the old shop, but he did not know where they were now. All the books except those in court were lost during the removal to new premises. When the partners subscribed their capital he gave them a receipt, but did not have a receipt himself. The bank was a paying concern, but the gold leaf business was not; it went down during the last few years on account of the Japanese war. They sold the gold leaf to various banks. The account book produced was made up each year to show the assets and liabilities of the partnership. In 1901 the Li Fung made a profit of \$1,717.68. In 1902 the businesses combined showed a profit of \$23,155 for the year. In 1903 they made a loss of \$31,084.96, and in 1904 a further loss of \$21,400.30. After deducting profits the total loss made by the partnership was \$28,192.58. The amount now due to depositors in the bank was \$180,000. The liabilities of the two firms were \$378,998.82 and the assets \$248,115.33. Since last Chinese New Year they had reduced their liabilities from \$378,998.82 to \$110,000. The book containing the balance sheets was four or five years old; it was not lost with the others because it was kept in an iron safe. He left the Colony in January owing to illness. About that time Li Fung Man was pressing him for the payment of a debt. When he left the Colony he left the accountant in charge of the shops. He had no other property in Hongkong than that contained in his statement of affairs. He had some house property in Des Voeux Road last year which he sold to Wong Pak Tsin for \$30,000. At this stage the examination was adjourned for a week.

CHOW CHUNG LI EX PARTE LO TOI CHAN.

Mr. G. H. Wakeman, Official Receiver.

publicly examined the debtor.

Mr. C. F. Dixon (of Mr. Hastings' office,

and Mr. E. A. Bonner (of Messrs. Deans and

Rowley) appeared for creditors.

Chow Chung Li said his debts to unsecured

creditors, as shown in his statement of affairs,

amounted to \$61,711, while his assets stood at

\$37,000. He had no business now, but about

two years ago was assistant comptroller to

Messrs. Meyerink and Co. All his debts were

for money advanced to him on security except

promissory notes. One amount of \$10,000

borrowed, he agreed to repay out of his father's

estate. He never paid interest on the amounts

he borrowed, and first began to borrow in 1902.

He did not keep any books.

His Lordship—Was the money borrowed for

the purpose of this compradore business?

Debtor—Yes.

Mr. Wakeman—This \$61,000 odd was bor-

rowed in 1904. He says he has not been doing

business for two years.

Debtor, continuing, said that when he was in

the employ of Messrs. Meyerink and Co. he bor-

rowed money to pay back debts due to that firm.

Mr. Wakeman—How is it you are respon-

sible for these debts?—One of the conditions of

the agreement when I entered the firm was that

I was responsible for all his debts.

What was the nature of these transactions?

You were responsible for?—Pisco goods and

sugar sold to different firms which failed, and

I had to pay.

Is it not a fact that these were gambling

transactions?—No.

What consideration did you get for going

security for the compradore?—I was to get

half the compradore's commission.

Have you got the agreement you made with

this compradore?—Yes. It is in Mr. Almeida's

office.

Who is Mr. Lan Ming Shek?—He was a

broker in the compradore's department of

Messrs. Meyerink & Co.

Does he owe you any money?—No.

In your list of debts due you have got him

down as owing \$1,500?—He gave me a prom-

issory note for that amount when I paid his

debts.

Has he paid you any part of the \$1,500?—

Yes. I have received \$300 on account.

Your statement of affairs says the whole

amount, with the exception of \$200, has been

repaid.—That is not so.

Was not this a gambling transaction?—No.

What amount of money have you spent

during the last three years?—Between \$170,000

and \$180,000.

What has come of all this money?—I paid

\$80,000 to Messrs. Meyerink and Co. and

\$30,000 to my classman by way of compensa-

tion. We owned certain houses, and they had

to be divided. I selected the best of them,

gave my classman the rest and paid the

difference in the value.

Was that classman your brother?—Yes. My

elder brother.

Did you have a deed of partition?—Yes.

And paid your brother \$30,000?—Yes, because

I got the better share.

And how do you account for the rest of the

money?—I paid off my own debts with it.

How did you manage to borrow all this

money without security?—Because my friends

trusted me.

Then you have been practically living on

borrowed money for the last year or two?—Yes.

What were your expenses?—\$300 a month

family expenses in Hongkong besides house

rents, and \$200 a month for other things. I

have two wives living with my mother in

Canton, and one here.

In your statement of affairs you say your ex-

penses for the last three years has been at

the rate of \$13,380 a year.—That is so.

Is that correct?—Yes.

Well, where does the balance of your debts

come in?—I don't know.

Isn't it a fact that you have been leading a

most extravagant life for several years?—No.

Did you not receive considerable sums of

money from your mother in Canton?—No.

Debtor was next examined by Mr. Dixon.

What was the value of your father's property

in China at the time of his death?—I don't

know.

You are to share that property with your

six brothers, are you not?—No.

Is not, your mother at the present time

allowing you \$400 a month?—No.

And has she not promised you that if you

will keep this property in China from your

creditors, when these proceedings are over she

will give you \$80,000?—I have not heard from

my mother for a long time.

His Lordship—Answer the question.

Debtor—No.

Mr. Wakeman—Did you advance any money

to your father in his lifetime?—\$10,000.

Did you get a promissory note for it?—Yes.

Where is it?—With the executrix of the

estate.

And the money has not been repaid to you?

—No.

Mr. Dixon—I have an application to make

under Section 129 of the Bankruptcy Ordinance

before this examination closes, with reference

to having the bankrupt re-arrested in order that

he may give further security for his appearance

at the next public examination. He failed to

appear at the first public examination; a warrant

issued, and he was arrested. He was afterwards

released on giving security in the sum of

\$5,000. I would now ask that this security be

considerably increased, as the debtor is the son

of one of the wealthiest Chinese in Hongkong,

and I think if he were sent to prison, his cred-

itors would be paid in full.

His Lordship—I can only commit him if

there is probable reason for believing that he

is committed on offence. He did not fraudulen-

ly remove his furniture from his house in

Wyndham Street.

Mr. Dixon—But he removed it to prevent his

creditors getting it.

His Lordship—Last time I made an order

under this section there was no prosecution, as

the Crown declined to prosecute; therefore I

am in a peculiar difficulty. I am not going to

make an order for his imprisonment merely as

a means of squeezing money out of him, because

the Bankruptcy Ordinance does not allow me

to do that. I can make an order if there is

probable reason to believe that an offence has

been committed, and it seems to me that there

was a probable removal of his furniture to Elgin

Street. The whole question might be settled,

and he might be released. Now, what do you

propose to do? Will you undertake to

prosecute? You see the position?

Mr. Dixon—I should like to, my Lord. I

think it will be very unfortunate for the

creditors if he is not required to give further

security.

His Lordship—That is another matter.

There is the imprisonment and arrest.—Is he

under security now?

Mr. Dixon—Only \$5,000, my Lord.

His Lordship—What is the security for?

Mr. Dixon—For him to appear at the public

examination.

Mr. Wakeman—He came down from Canton

and your Lordship made an order for \$5,000

security.

His Lordship—What case can you advance

for increasing the security?

Mr. Dixon—If we have him here and do

not close the public examination, it is possible

that we will secure some of his property

in China. With a security of \$5,000 he might

abscond again.

His Lordship—He did not abscond. He has

appeared as you see. I don't think he has done

anything that will warrant my increasing the

security. I don't think you can say anything

more than you have, and I don't think I can

increase the security. The question is whether

I make an order for his arrest on a probable

offence.

Mr. Bonner—I should like to ask a debtor

a few questions, my Lord, before the examina-

tion closes.

Permission being granted, Mr. Bonner

proceeded.

When the mortgage to Tam Kin was com-

pleted, is it not a fact that you then said you

had mortgaged your property in Canton?—No.

Have you given any mortgages over your

property in Canton?—I have not.

Is it not a fact that a Mr. Leung Hing Wai

was present when your mother offered to pay

you \$400 a month to give up your share?—No.

If he goes in the box and swears it, will you

deny it?—Certainly.

What are you living on at the present time?

—I can raise enough money to pay my expenses.

Where are you living now?—With my

friend at 89 Wellington Street.

Do you not live with your concubine in Peel

Street?—When she comes down from Canton.

Who pays the rent of the house?—My con-

cubine raises money by pawning her things.

Have you borrowed any money since bank-

ruptcy proceedings started?—No.

Just pawned things?—Yes.

Is it not a fact that your eldest brother has

petitioned the Nambou magistrate to divide your

father's property in China amongst all your

brothers?—When I was in Canton he had not,

but I don't know what has happened since my

absence.

His Lordship—It is not his property yet.

Mr. Bonner—But under Chinese law it is</

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For the **HONGKONG AND SHANGHAI BANKING CORPORATION.**
J. R. M. SMITH,
Chief Manager.

Hongkong, 1st May, 1902

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A SAILOR'S GRIEVANCE.

The Merchant Service Guild have lately laid before the Marquess of Lansdowne the circumstances attending the unjustifiable arrest by the Calicut police authorities of their member, Mr. F. W. Simpson, third officer of the Pacific Steam Navigation Company's steamer *Luca*. It appears that on Sunday, February the 12th last, Mr. Simpson, in company with a fellow officer, spent the afternoon in journeying to Lima and back to Calicut by the electric car. On reaching Calicut a crowd was waiting to board the car for its return journey. Amongst the crowd was a man in civilian dress who endeavoured to force his way into the car, with the result that Mr. Simpson's hat was knocked off. Mr. Simpson then asked this individual why he did not wait his time. Some amount of wordy warfare then ensued when the individual referred to—who was in civilian dress—blew a whistle and ordered the police authorities to take him to the Bridewell. Mr. Simpson, offering no resistance, was locked up all night, although he offered to give bail and present himself at any time if required. Several well-known residents at Calicut also offered to give bail, but without avail. Mr. Simpson states that he was placed in a dirty and verminous guard-room and was required to remain there under the most degrading circumstances, having a plank bed to sleep upon. The following morning the British Vice-Consul interested himself in the matter and, no charge being lodged against Mr. Simpson, he was at once liberated. It subsequently appeared that the individual who ordered his arrest was Colonel Nieto, the Commissioner of the First Police District of Lima, but, beyond ordering Mr. Simpson's arrest as stated, he did not put in any appearance. The Guild have now received a reply from the Foreign Office to their representations, the same covering a letter under flying seal which has been addressed by His Majesty's Consul-General at Calicut to Mr. Simpson.

The Marquess of Lansdowne states that the Guild will see that the Calicut authorities desire to express their great regret at the unfortunate incident and, further, that Colonel Nieto has resigned his appointment. The following is the text of the letter of the British Consul-General at Calicut to Mr. Simpson:—

Calicut, Aug. 9th, 1905.
Sir, I have to inform you that the Calicut authorities have authorized me to state to you that, whilst they disclaim all responsibility for your arrest on the 12th February last, without their knowledge and consent, by order of Colonel Nieto of the Lima police, they desire to express their great regret at the disagreeable incident which caused you so much annoyance.

Colonel Nieto deemed it advisable to resign his appointment in Lima at the end of March last and has retired from the public service.

I am, Sir,

Your most obedient humble servant,

ALFRED ST. JOHN.

COREAN INDEPENDENCE.

The Korean Government has lodged a strong protest with Sir J. N. Jordan, K.C.M.G., the British Minister at Seoul, against Article III. of the new Anglo-Japanese Alliance.

It states that the Article in question is an infringement of the Treaty between Great Britain and Korea of 1882, and is an attempt to coerce a weak nation.

The third article is the one that affects Korea very seriously; for by it Great Britain recognizes the "paramount political, military and economic interests" of Japan as well as her "right of guidance, control and protection" in Korea. This says the *Seoul Weekly Press*, practically establishes the right of Japan to proclaim a protectorate over Korea, and as far as Great Britain is concerned, and as far as this means a great deal. For what other power would now dare veto the proclamation of such a protectorate when these two powers have agreed to assist each other in the protection of their rights and the pushing of their interests in the countries they severally have in view? Now, but only now, in Japan practically free to do what she likes in Korea, there may be protests from other powers, but they will only be effective if Japan consents to act in accordance with them or if the protesting power can by the superiority of her arms enforce her point of view, and we venture to affirm that there is hardly any power sufficiently interested in Korea to dispute Japan's "paramount political, military and economic interests." Another question is Japan's good faith with Korea, to whom she promised independence at the outset of the war. Neither the "right of guidance" nor that of "protection" interfere with this promise nor vice versa; but we cannot reconcile the "right of control" with the promise of independence unless Japan will rest satisfied with the mere acknowledgment of this right of control, and then we fall to see the purpose of such a phrase in the treaty of alliance. As it stands, Great Britain implicitly—not expressly—consents to Japan's breaking her faith with Korea if Japan should desire such a course of action, and for this we are extremely sorry; for nations as well as individuals ought to be guided by the same moral laws. We can, therefore, only hope that an strict interpretation is not one that will be put into practice, but that only a very mild and extremely modified form of control will be introduced which will still secure to Korea the promised independence.

What is generally called the "open door" is fully safeguarded in the article dealing with Korea; all nations are to have "equal opportunities for commerce and industry." This is sufficient for all nations, and if they have the sense to claim it, they will not be put into practice. By it all other nations are equally entitled to claim the same commercial and industrial advantages as Japanese subjects enjoy in Korea. Thus, for instance, the navigation of all Korean waters will be a right that now any other foreigner can claim. In other words, the "most-favoured-nation" clause is still applicable when Japan has gained any commercial or industrial concession from Korea. Naturally, it will be the Japanese that will reap the greatest advantage from any concessions, simply because they are numerically more strongly represented than other nations, or because they were first on the spot. To conclude, we feel convinced that Great Britain had no intention to set a trap for the unwary nor any selfish reasons when she expressly secured to all nations equal opportunities for commercial and industrial pursuits. It is for the welfare of nations to take equal advantage of these opportunities with the Japanese if they do not want the latter to have the lion's share in these peaceful competitions.

THE LUCIOS SCIENTIFIC DIAMOND.

The ordinary pedestrian in Queen's Road today is almost bound to glance at the recently transformed shop now known as the Lucios Scientific Diamond Palace. At first his attention will doubtless be aroused by the crowd of natives gazing in open-mouthed wonder at the sparkling treasures in the window, and on getting closer he will find himself looking on at a spectacle which is dazzling in its brilliancy. Then as his eyes roam over the rings, pins and other jewellery, mounted with the "scientific diamonds," he will note that they are all at a fixed price of five dollars, and he will perhaps wonder what sort of business this is. Possessed by some such feeling a representative of the *Daily Press* entered the establishment yesterday and had a chat with the manager, from whom he learned something of the new business. The Lucios Scientific Diamond Palace has a shop in practically every big city in the world, and from this it will be rightly inferred that the undertaking is a somewhat gigantic one, while the stone associated with their name is thoroughly scientific. It is claimed for the scientific diamond that it cannot be detected from the real diamond, and even experts have been deceived by it. What makes this possible is that it has no backing like a paste diamond, and no representative was assured that it stood all the ordinary tests. Examined under the loop (the name given to the glass used for the purpose), no one could detect it from the genuine stone, and even if placed in such chemicals as alkali or nitric acid, the result will be the same. But what is more remarkable is that it will cut glass. In every respect it has the appearance of a genuine diamond. It is a real cut stone, having the 32 facets, and sparkles either by day or by night. Naturally the process of its manufacture is kept secret.

The premises are magnificently equipped. Electric light, electric fans, large mirrors and beautiful fittings combine to impart a brilliancy which is not eclipsed by any other business house in the city. The window is skillfully dressed, and the display, with its sparkling and flashing, is decidedly attractive. Business there begins to-day.

JAPANESE AND EASTERN CORPORATION.

Mr. John Wilson, writing from the Charing Cross Hotel, says it really "drives one to despair to see respectable men father, and all the London papers publish without criticism, such an attempt to humbug the British public." But this is scarcely accurate. We ourselves called attention to the misuse of the term "Debenture stock" when we pointed out that whatever to secure it upon; we pointed out that for the high character of the directors the scheme might be described as a blind pool; we showed the true inwardness of the insurance premium arrangement, and finished by stating that the offer was a mixture of lottery and speculation. At least one other paper—the *Morning Post*—has also criticised the scheme on its merits. However, these are the main points brought forward by Mr. Wilson himself, and his conclusion is that "if the investing public will stand this kind of thing it will stand anything."

The prospectus has been issued of the Japanese and Eastern Corporation, Limited, offering for subscription an issue of £1,000,000 54 per cent. profit-sharing perpetual debenture stock at a premium of 5s. per £1 stock. The premium is to be used to insure the repayment of an amount similar to the sum of perpetual debenture stock subscribed, as well as the premium at which it is issued, by the Japanese Union. The subscribers to the 54 per cent. debenture stock are to be drawn for redemption. It is the ultimate redemption of the principal which is guaranteed in the future. No guarantee is given as to the interest, so that if an applicant pays a premium which reduces his 54 per cent. to a little over 4 per cent., and should the company fail to make profits, he is out of his money and all interest until such time, somewhere between 1910 and 1920, as his debentures happen to be drawn for redemption. From the insurance point of view, the Japanese Union has to make a profit, but the investor could keep that profit himself, and should the corporation lose the whole of its capital next year the insurance office will not pay the subscribers the first £40,000 until 1910, and will not pay the bulk of the money until 1920. It may be a very good thing for the holders of £40,000 insurance drawn for payment in 1910 and in the earlier subsequent years, but in the natural order of things the insurers of £845,000 not payable until between the years 1915 and 1920 will not live to receive that for which they have paid. The information given as to the trading to be

done is not very definite, and whilst it is true most of the directors have or long been connected with the East, not one of them, we believe, had any recent experience of Japan. The intention is announced of "arranging for the co-operation of an influential advisory board in Japan," but no names are given of any prominent men in that country as having consented to act in that capacity. The prospectus statements are mainly general—as to Japan's commercial "advantages" and so on. The total qualification of each director is the holding of £250 of stock; they each receive £200 a year and are also entitled to 5 per cent. of the profits. A contract has been entered into between the Corporation and a concern called the Mutual Economic Issues (Limited), under which that company for guaranteeing the subscription before Dec. 30, 1906, of £500,000 of the stock now offered, with the right of placing the balance within the twelve months next ensuing, is to receive from the Corporation a cash commission at the rate of 1 per cent. on the stock from time to time allotted, and is to have allotted to it 19,993 fully-paid shares of £1 each of the Corporation (out of £50,000, the share capital of the company). (As some misconception has arisen, we may say the issue is not made by the Hongkong and Shanghai Banking Corporation, who are acting jointly with the National Provincial Bank of England (Limited), as bankers only.—*L. & C. Express*.)

THE USE OF SNAKES.

Large snakes are often seen on this island, and the following article from the *Sarawak Gazette* may be of interest.

Of all the animals which man is wont to regard as enemies probably the group most dreaded is that of the snakes. With a natural fear on is apt to imagine them as lurking in all manner of hidden spots waiting to strike on the unsuspecting passerby.

In the tropics, where snakes abound, the natives at first glance about cautiously, scarcely daring to enter thick jungle and careful to extremes when he ventures to sit down, whilst resting in the forest: if it has been his lot to travel out with people well acquainted with the East he has probably heard, amongst other products of the lively imagination of his companions, strange tales of sudden deaths or of narrow escapes which make him wonder whether, after all, he has acted wisely in leaving the fatherland.

Some people, even after long residence here, still hold this nervous dread, and they consider it a duty to kill every snake that comes their way: this in spite of the well-known fact that few snakes in Sarawak are dangerously poisonous. This wholesale massacre of innocents is regrettable because quite a number of snakes should be regarded as friends of man, for they help to keep down that ubiquitous pest the rat, and again, as the most rapid enemy of snakes would admit, this group of animals includes some really handsome creatures; the common green tree snake, for instance, as it glides gracefully along the ground, its head poised on high being quite a thing of beauty.

The most generally interesting facts about snakes are those which relate to their poisonous qualities, and most people would like to know how to recognise a poisonous snake from a non-poisonous species. For this no simple rule of practical value can be laid down, and the most satisfactory solution of the problem is to make one's self acquainted with the appearance and habits of all the published species of snake. However, certain species of snakes vary considerably in colour, and there is, too, a general likeness between certain poisonous and non-poisonous forms, so that, in some cases, not even the snake specialist can be quite certain on such superficial examination as is possible when confronted by a large snake, to what species it belongs.

Now, these snakes which really are very dangerous to man have some large fangs in front on either side of the upper jaw, and their teeth are either grooved or pierced by a canal which communicates with the poison gland situated in the cheek. To determine whether a particular snake was dangerously poisonous or not, one would have to open its mouth and examine for these enlarged grooved or hollow poison teeth—a test which is not always a practical one.

Again, nearly all snakes are to some extent poisonous, and though the majority cannot hurt mankind, yet they do not can, and do, stung by their poison the smaller animals which form their prey. When a human being is bitten by a snake the result depends upon a variety of factors: amongst those relating to the snake are (a) the species of the snake; (b) its size—a small specimen being appreciably less dangerous than a large one of the same species; (c) the amount of poison injected—perhaps both (a) and (b) should really come under this one factor. The quantity of poison received from the snake is less when the animal has just used up its stock by biting another animal: it is greater when the creature has been much irritated by the intruder, or is roused to increased activity by such conditions as excess of heat. Those factors relating to the person bitten are (a) his size and age—a child being more vulnerable than an adult; (b) state of health at the time; (c) the place where bitten—if it be on an artery or vein death may be almost immediate. The bite itself is said to be not painful, but

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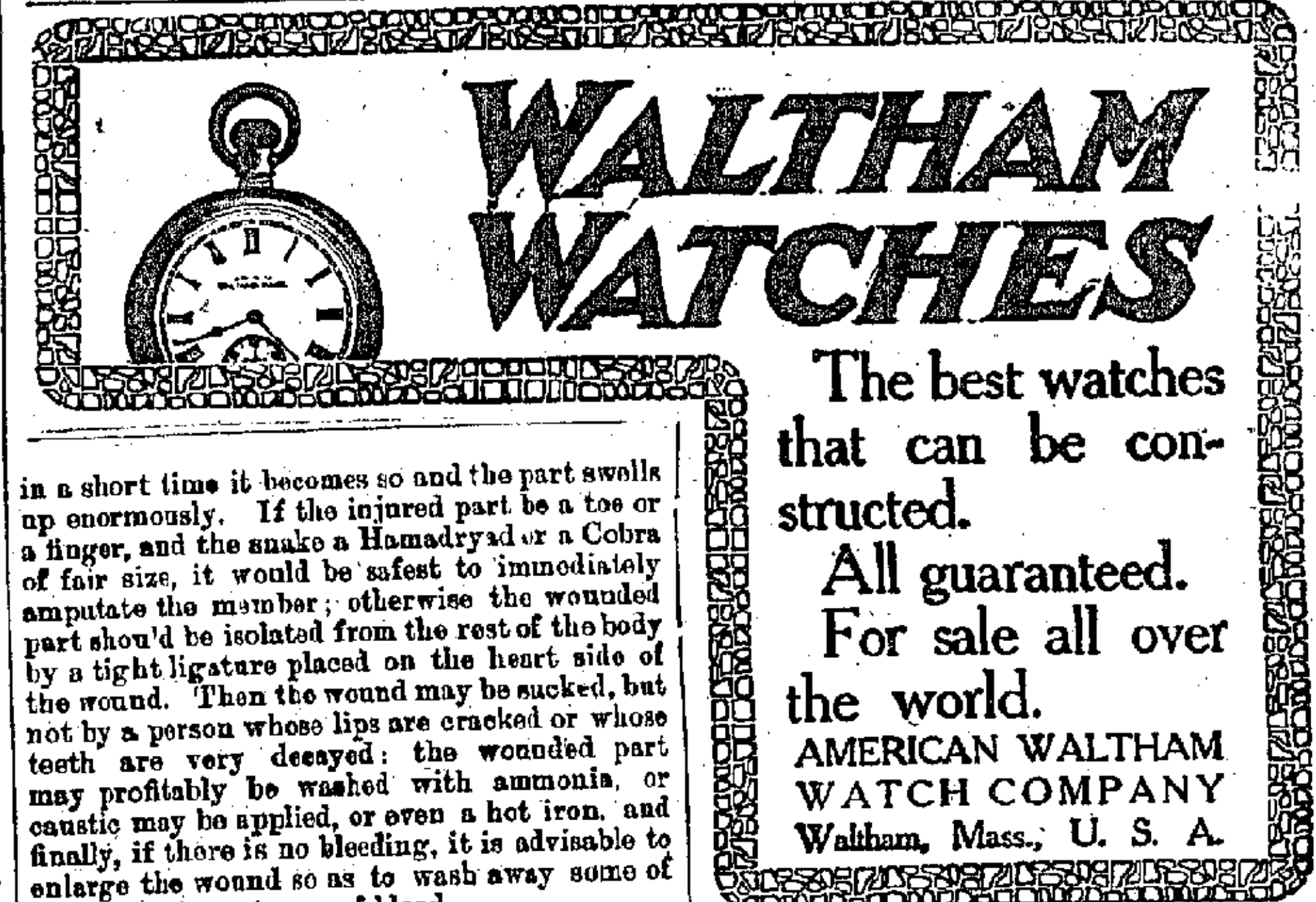
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in a short time it becomes so and the part swells up enormously. If the injured part be a toe or a finger, and the snake a Hamadryad or a Cobra of fair size, it would be safest to immediately amputate the member; otherwise the wound part should be isolated from the rest of the body by a tight ligature placed on the heart side of the wound. Then the wound may be sucked, but not by a person whose lips are cracked or whose teeth are very decayed; the wounded part may probably be washed with ammonia, or caustic may be applied, or even a hot iron, and finally, if there is no bleeding, it is advisable to enlarge the wound so as to wash away some of the poison in a stream of blood.

The bite of a dangerous snake always results in a swelling of the local heat, and therefore, after being bitten, this should be counterbalanced by some stimulant which should be taken in small doses at frequent intervals. Ammonia for this purpose is recommended, but it is hardly necessary to mention that alcohol in its various forms of brandy, whisky, etc., is a splendid stimulant. Care should be taken that the amount of alcohol administered be not so much as to be followed by alcoholic poisoning.

CURIOUS DEFAMATION CASE.

On October 13 the hearing was concluded at Parit Buntar, F. M. S., before Rajah Chua, of a suit for criminal defamation brought by A. S. A. N. Subramaniam Chetty against a Kling, Samuel John, the alleged defamatory publication being an announcement in the *Straits Echo* of 2nd June last, under the heading of "Dramatic Occurrences," of the birth of a son of whom the Chetty was given as the father. (Chetties are not supposed to have wives out in these parts.)

A. W. B. Perkins, the then Acting Manager of the *Echo*, testified to the receipt by post of the announcement, which purported to bear the signature of defendant. The announcement was inserted in the advertisement columns of the paper.

An attendance book kept at the hospital at Parit Buntar, where defendant is employed, was produced, and the court held that defendant's signature therein compared with that which footed the birth notice.

Mr. W. K. Armstrong for defendant held that there was no evidence of publication, that the court there had no jurisdiction in respect of something published outside the Federated Malay States, and that the words complained of were not defamatory. The court ruled against counsel on all three points, and sentenced defendant to pay a fine of \$200 or, alternatively, three months' imprisonment. It is understood by the *Pinang Gazette* that an appeal will be taken.

FAR EASTERN SHIPBUILDING.

The *Straits Times* says:—Approximately of our Hongkong telegram announcing that the Hongkong Dockyard had been asked to tender for the construction of a new steamer, 180 feet long, for the Singapore-Deli service of the North German Lloyd Co., we understand that similar tenders have been invited locally. The singular but interesting fact concerning the matter is that the German Company only asks tenders for the hull and fittings of the new steamer—not for the engines. These latter—if any local or Far Eastern tender for the construction of the vessel be accepted—will be constructed in Germany, and be shipped thence to Singapore, Hongkong, or Shanghai, as the case may be, for installation by the shipbuilding firm which effects construction. This indicates that hull-construction, cabin equipment, etc., can be effected more economically in the Far East than at home. Possibly engines can also be manufactured more cheaply in these parts; but the prevalent opinion is that, owing to lack of prevalent opinion, Asiatic-made engines lack finish, and cannot be made to develop the speed desired by the North German Lloyd Co. on its local passenger lines.

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CODE WORD: "DOCK." A.I., A.B.C., and Engineer's Code Used. NEW DOCK NO. W OPEN.

DOCK NO. 3.
Extreme Length... 722 feet.
Length on Blocks... 714 "
Width of Entrance on Top... 961 "
Width of Entrance on Bottom... 381 "
Water on Blocks at Spring Tide 341 "

DOCK NO. 1.
Extreme Length... 523 feet.
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Width of Entrance on Top... 88 "
Width of Entrance on Bottom... 53 "
Water on Blocks at Spring Tide 261 "

DOCK NO. 2.
Extreme Length... 371 feet.
Length on Blocks... 351 "
Width of Entrance on Top... 66 "
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PATENT SLIP.
Suitable for vessels up to 1,000 tons gross.

THE WORKS are well equipped with LATEST PLANTS and APPLIANCES to undertake BUILDING or REPAIRING SHIPS, ENGINES, and BOILERS; and also ELECTRICAL WORK. A LARGE STOCK of MATERIAL is always kept on hand. The COMPANY has the powerful steamer "OULA-MADU" (712 tons, 700 I.H.P.) specially built for SALVAGE PURPOSES equipped with necessary gear, always ready Short Notice. 1853

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INDIGESTION,

DIZZINESS, VOMITING,

DRIVEN AWAY THREE YEARS AGO BY

MOTHER SEIGEL'S SYRUP

Mr. Edward Brider, coachbuilder for Messrs. Hammer & Thieffent, Nauwport, C.C., wrote on November 30th last:—"I had indigestion in a rather severe form. After meals a dizziness quite overcame me and I threw up the food. I was unable to sleep at night. Life seemed not worth living. This state of health continued until I went to live in Middleburg, where I read of Mother Seigel's Syrup, and heard several persons, who had used it, speak in praise of it. I decided to try it and was quite cured by using only three bottles of it. That was some three years ago, and I continue in good health."

"You read here the experience of a man who has suffered, told in simple fashion! If you have the first symptoms of stomach trouble you should at once try Mother Seigel's Syrup—it is better to prevent misery than to cure it. Mother Seigel's Syrup does both."

INTRODUCTION

To those who have patronized us in foreign lands we need none; but, in addressing ourselves to the Public of Hongkong for the first time, we wish to impress upon your minds that, although new and strangers to you here, we have been established for many years in England, and some of our largest orders have come to us by post from China.

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set in the newest real jewellery designs of **rings, brooches, earrings, scarfpins, studs, pins, links, bracelets, etc., etc.**, at the low, introductory price of

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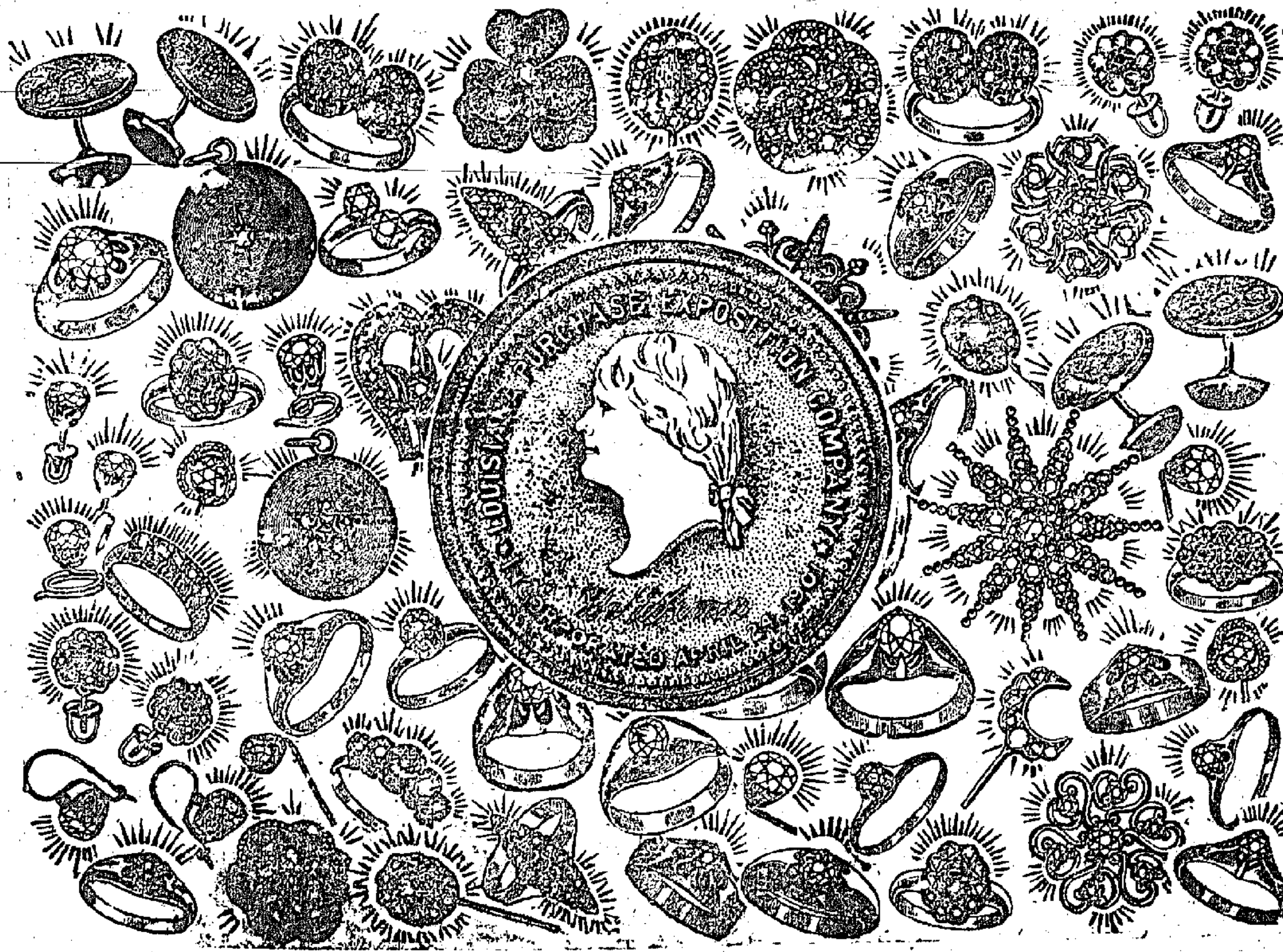
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We warrant each and every stone to retain its brilliancy for ever, and the mountings to give perfect satisfaction. We will give

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